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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

11 KATHERINE SHEROUSE individually and  
12 doing business as CAMP LILA,

13 Plaintiff,

14 v.

15 CITY OF COSTA MESA, by and through  
CODE ENFORCEMENT DIVISION, a public  
entity; ANDY GODINEZ, in both his official  
capacity and as an individual; STATE OF  
16 CALIFORNIA DEPARTMENT OF SOCIAL  
SERVICES COMMUNITY CARE LICENSING  
DIVISION, a public entity; BERTHA  
MANZANAREZ, in both her official capacity  
17 and as an individual and DOES 1 through 20,  
inclusive,

18 Defendants,

) CASE NO:  
)  
)  
) COMPLAINT FOR DAMAGES  
)  
) First Claim for Relief: Violation of  
) Civil Rights (42 U.S.C. § 1983)  
) 14<sup>th</sup> Amendment Fabrication of  
) Evidence;  
)  
) Second Claim for Relief: Violation of State  
) Civil Rights; Tom Bane Act  
)  
) Third Claim for Relief  
) Injunctive Relief  
)  
) Fourth Claim for Relief: Monell-Related  
) Claims  
)  
) DEMAND FOR JURY TRIAL

22  
23 Plaintiff KATHERINE SHEROUSE, individually and doing business as CAMP LILA,  
24 respectfully represents and alleges as follows:

25 PARTIES

26 1. At all times mentioned in this Complaint, Plaintiff KATHERINE SHEROUSE  
27 ("SHEROUSE") was a resident of Orange County, State of California, doing business as CAMP  
28 LILA ("CAMP LILA") in the City of Costa Mesa.

1       2. At all times applicable herein, defendant CITY OF COSTA MESA (“COSTA  
2 MESA”) was, and is, a public entity.

3       3. At all times applicable herein, CODE ENFORCEMENT DIVISION (“CODE  
4 ENFORCEMENT”) was, and is, a subdivision or entity of the CITY OF COSTA MESA.

5       4. At all times applicable herein, the DEPARTMENT OF SOCIAL SERVICES  
6 COMMUNITY CARE LICENSING DIVISION (“CCLD”) was, and is, a subdivision or entity of  
7 the STATE OF CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (“DSS”).

8       5. Plaintiff is informed and thereon alleges that, at all times applicable herein,  
9 Defendant ANDY GODINEZ (“GODINEZ”) was an individual residing in the County of Orange,  
10 and was an officer, agent, and employee of the CITY of COSTA MESA CODE ENFORCEMENT  
11 DIVISION. Defendant GODINEZ is sued herein in both his individual capacity and in his official  
12 capacity as Code Enforcement Officer of the CITY OF COSTA MESA.

13       6. Plaintiff is informed and believes and thereon alleges that, at all times applicable  
14 herein, defendant BERTHA MANZANARES (“MANZANARES”) was an individual residing in  
15 the County of Orange, and was an officer, agent, and employee of the DEPARTMENT OF SOCIAL  
16 SERVICES (“DSS”) COMMUNITY CARE LICENSING DIVISION (“CCLD”). Defendant  
17 MANZANARES is sued herein in both her individual capacity and in her official capacity as an  
18 employee COMMUNITY CARE LICENSING DIVISION (“CCLD”).

19       7. Plaintiff SHEROUSE is informed and believes and thereon alleges that Defendants,  
20 Does 1 through 20, inclusive (hereinafter referred to as “Does”), are now and at all times herein  
21 mentioned in this Complaint were individuals and residents or were entities – either governmental  
22 or otherwise – operating and/or doing business in and around the County of Orange, State of  
23 California, and were in some manner employed by and acting within the scope of their employment  
24 on behalf of Defendant CITY OF COSTA MESA and DEPARTMENT OF SOCIAL SERVICES  
25 COMMUNITY CARE LICENSING DIVISION, whether by and through LICENSING DIVISION  
26 or some other means, and were involved – either directly as individual actors, or alternatively as  
27 supervisors of the same – in the violations of Plaintiff’s rights and injuries alleged elsewhere in this  
28 Complaint.

1           8       Defendant CITY OF COSTA MESA (“CCM”) also known as “CITY OF ARTS”  
2 was at all times alleged herein to be responsible for the appointment and promotion of employees of  
3 CCM, and for the supervision, training, instruction, discipline, control, and conduct of said  
4 employees.

5           9       At all times alleged herein, Defendant DSS COMMUNITY CARE LICENSING  
6 DIVISION (“CCLD”) had the power, right, and duty to control the manner in which the individual  
7 defendants carried out the objectives of their employment and to assure that all orders, rules,  
8 instructions, and regulations promulgated were consistent with the United States Constitution, the  
9 California Constitution, the laws of the United States, the laws of the State of California, and the  
10 laws of the local municipalities.

11       10. Plaintiff is informed and believes and on such basis alleges that at all relevant times,  
12 defendants, and each of them, were the knowing agents and/or alter egos of one another, and that  
13 Defendants directed, ratified and/or approved the conduct of each other defendants, and each of their  
14 agents and employees, and are therefore liable for the acts and omissions of their co-defendants,  
15 their agents and employees as more fully alleged herein. Moreover, all of the Defendants agreed  
16 upon. Approved, ratified, and/or conspired to commit all of the acts and/or omissions alleged in this  
17 complaint.

## **COMMON ALLEGATIONS**

19        11.     Camp Lila is a provider of enrichment classes and instruction for art, music, and yoga  
20 for children ranging in age from three to eight years old. The class named “morning glories” start  
21 at 8 a.m. and ends at 12 noon while the “wild hearts” start at 12 and ends at 4 p.m. These classes  
22 are held at 175 Cabrillo Avenue in Costa Mesa in a single residential family home zoned as R3.

23       12. On or about September 2, 2020, zoning administrator Willa Bouwens-Killeen stated  
24 in writing that the premises known as 175 Cabrillo Avenue in Costa Mesa has “been approved as an  
25 artist’s studio. As part of that, it is understood that children will be coming to the site for artistic  
26 enrichment that will be considered as an ancillary use to the artist’s studio. . . . I wanted to let you  
27 know that if you offer regular outdoor activities, you will need to file a Minor Conditional Use

1 Permit application.” Attached and incorporated herein as Exhibit A is a copy of an email from Ms.  
2 Bouwens-Killeen to plaintiff’s husband, Joel De Marzo dated September 2, 2020.

3       13.     The City of Costa Mesa City Planner Nancy Huynh verbally told Ms. SHEROUSE  
4 and her husband JOEL DE MARZO at City Hall on June 16, 2021 that SHEROUSE may legally  
5 teach art, music, and yoga classes up to 14 children on the premises. Zoning administrator of the  
6 CITY OF COSTA MESA Willa Bowens-Killeen collaborated with plaintiff SHEROUSE in  
7 compliance with the city’s requirements to enable her to operate Camp Lila in Costa Mesa known  
8 as, “The City of Arts.” Ms. Killeen advised Ms. SHEROUSE that she could start teaching classes  
9 without obtaining a Conditional Use Permit (CUP) for the classes.

10       14.     On July 26, 2021 plaintiff advised Nancy Huynh that she obtained a small home day  
11 care license from the State of California. Plaintiff was requesting a license for a large home day  
12 care license from the State, but the City of Costa Mesa’s approval was needed to obtain a large home  
13 day care license. Ms. Huynh said this was not possible. Ms. Huynh said people could live in the  
14 premises but refused to put this in writing.

15       15.     Plaintiff submitted plans to the City in order to convert the use of the premises from  
16 residential R3 to commercial A3, but was told that a complete code analysis and compliance would  
17 be needed for conversion. Original plans were submitted to the City in support of plaintiff’s plan to  
18 convert the premises from R3 to A3. However, the conversion did not occur because plaintiff could  
19 not meet the requirements for transition to commercial use and the property remained an R3. As a  
20 result, no changes were made on the property except for the fence. There were no structural or any  
21 electrical changes made in the property. The plan for the fence was submitted to the City on  
22 September 20, 2021. Willa Bowens-Killeen assured plaintiff in an email that if plaintiff opened the  
23 slats on the fence the City would accept it as long as it is not blocking the line of sight for parking.  
24 Ms. Killeen also stressed on September 9, 2020 that there was no need for conditional use permit  
25 CUP unless plaintiff wanted to use the outside extensively.

26       16.     Plaintiff simply made cosmetic changes to the property such as putting in a new  
27 window, and a patio cover that was done pursuant to code as presented by an architect. The plans  
28

1 for the fence were resubmitted on November 2, 2020 and receipt was acknowledged by the City on  
 2 November 19, 2020.

3       17. Plaintiff SHEROUSE held enrichment classes for art, music and yoga providing  
 4 educational enrichment to the children in the neighborhood to the delight of the students and their  
 5 parents as manifested by comments of the parents in Camp Lila's website. Attached and  
 6 incorporated herein by reference as Exhibit B is a printout from the website.

7       18. Recently, however, the City changed the zoning in Camp Lila's premises to a green  
 8 zoning allowing the lucrative entry of cannabis dispensaries in the area. This newly emerging  
 9 business, however, is anathema to an area where children attend classes since it could not operate  
 10 within 1000 feet of Camp Lila. Defendant CCM launched its campaign to pave the way for cannabis  
 11 dispensaries in Camp Lila's neighborhood over appreciation of arts, music, and yoga in the "City of  
 12 Arts." This, with a campaign of harassment, intimidation, misrepresentation, and subterfuge to force  
 13 the plaintiff into hiring legal representation.

14       19. With the change in zoning, Camp Lila was besieged with efforts to prevent them from  
 15 continuing its operation as an arts, music, and yoga appreciation class in a future cannabis-  
 16 dominated area. Plaintiff SHEROUSE was approached by neighboring businesses to determine if  
 17 she had any objections to opening cannabis dispensaries in the area. Plaintiff was offered pay-offs  
 18 so that she could stop operating her classes until the cannabis dispensary was licensed. SHEROUSE  
 19 was told that her classes were blocking three (3) businesses from opening cannabis dispensaries in  
 20 the area.

21       20. On October 14, 2021 LORRAINE LAMBETH of 175 Cabrillo Street reported Camp  
 22 Lila to STATE COMMUNITY CARE LICENSING DIVISION (CCLD) that CAMP LILA was an  
 23 unlicensed day care facility. **This was not true as Camp Lila is not a day care center.** It is an art  
 24 enrichment program where children receive instructions and appreciation in a structured setting for  
 25 arts, music, and yoga.

26       21. On or about February 2022 defendant GODINEZ started issuing notices of violations  
 27 directed to landlord Franz Fitz, and not to plaintiff SHEROUSE alleging violations of Costa Mesa  
 28 Municipal Code Sections ("CMMC") Sections 13-26 land use violation demanding **immediate**

1 cessation of Camp Lila's business operations. Attached as Exhibit C is a true and correct copy of  
 2 the citations issued to the landlord. The City also demanded that plaintiff obtain a Conditional Use  
 3 Permit (CPU) for operating a day care without a license. The City alleged a kitchen-sink approach  
 4 to the perceived land use violations such as operating an illegal day care which Camp Lila is not;  
 5 fencing which was not approved and was not properly set back despite plans being sent and approved  
 6 by the City; and "risk of child endangerment" without specifying what sort of risks are attendant to  
 7 an art, music and yoga appreciation class in a wholesome, clean, and aesthetic environment typically  
 8 seen in Architectural Digest magazines. Camp Lila is immaculately kept and well- laid out for art,  
 9 yoga, and music appreciation. Attached and incorporated herein by reference as Exhibit D are  
 10 photographs of the interior of Camp Lila.

11       22.     The City also demanded immediate inspection of "*potential code violations*" of City  
 12 of Costa Mesa Municipal Code Section 13-16 attached herein as Exhibit E. Plaintiff is accused of  
 13 violating Section 13-16 of the Municipal Code which states: "No new building shall be erected, nor  
 14 shall any building or land be used for any purpose except as provided and allowed for in this Zoning  
 15 Code. (Ord. No. 97-11, Sections 2, 5-5-97)." This Section 13-16 is vague and ambiguous and is  
 16 void for vagueness as it devolves that plaintiff is accused of violating all sections in land use  
 17 regulations in all zones in the City of Costa Mesa, (also known as the City of Arts) pursuant to  
 18 Municipal Code Section 13-16 as cited. It is impossible for one business entity to violate all of the  
 19 land use code sections as each section cancels one another and a single- family home where Camp  
 20 Lila operates cannot violate all kinds of land uses such as single family, commercial, parking,  
 21 planned unit development, institutional, mixed use, institutional and recreational multi-use district  
 22 use. IT IS SIMPLY IMPOSSIBLE TO VIOLATE ALL LAND USES Plaintiff is faced with Zeno's  
 23 paradox as plaintiff can never comply with the City's citations of land use code violations that are  
 24 so vague, ambiguous and are void for vagueness. It is impossible for Camp Lila to comply with the  
 25 City's citations that are actually a pretext to close down Camp Lila in favor of the entry of cannabis  
 26 business in the City. How can one single family home violate all single-family use and concurrently  
 27 violate commercial use, shopping center use, industrial park use, planned unit development,  
 28 residential, commercial industrial and multi-use overlay land use?

1       23. In view of the City's accusations that plaintiff 'violated all land use code sections  
 2 13-26, plaintiff is referred for criminal prosecution and immediate closure of business. The three  
 3 notices of citations served on plaintiff's landlord is not only vague but is void for vagueness and did  
 4 not provide sufficient notice to plaintiff since it was sent to plaintiff's landlord in a different address.  
 5 In an attempt to comply with the City's impossible demands, plaintiff submitted photographs of the  
 6 interior of Camp Lila to the City in advance of the demanded inspection for potential code violations.  
 7 Plaintiff's counsel sought to cooperate with City counsel, Veronica Donovan (Donovan), to  
 8 schedule an inspection for March 18, 2022 at 4 p.m. when there are no students in the premises so  
 9 as to avoid disrupting the classes and to ensure safety of the children and respond to City's citations  
 10 for alleged code violations requiring immediate closure of business.

11      24. Counsel for plaintiff wrote,

12            "Unfortunately, we have not received any response to our prior email(s)? You  
 13 lead us to believe that "Time was of the essence"; however, we have not received any  
 14 responses to our successive emails? Hopefully, by now your office has received the  
 15 "Cover Letter" from "Camp Lili" indicating that there have been no "Structural  
 16 Changes" to the subject property. Furthermore, there has been no electrical, nor  
 17 plumbing addressed at the subject property. As such, we are providing information to  
 18 show that your Client was aware of the subject use of the real property in question; and  
 19 that they understood exactly what Camp Lili was doing at the site. As such, it appears  
 20 that this is simply a "Pretext" to assert that "Camp Lili" is not in compliance with the  
 21 use of the property despite the statute and/or ordinance which purportedly "Addresses"  
 22 the issue being so vague that its' substance under Constitutional legal principles is "Void  
 23 for Vagueness". As such, it appears that the City of Costa Mesa is wrongfully proceeding  
 24 against "Camp Lili" to drive them out of business so that "Cannabis Establishments" can  
 25 be put in its' place as the current Cannabis businesses in the area cannot operate next to  
 26 a school or where children congregate.

27           Therefore, it appears that no matter what our Clients do there will be no action  
 28 which will appease the City of Costa Mesa Code Enforcement Department because the

real reason behind the actions being done is essentially to make their tenancy miserable so that they will "Voluntarily" give up and leave after Thousands of Dollars of investment into this structure in an effort to provide "Arts Enrichment Education" to Children Ages 3-8 in the City of Costa Mesa and beyond. Without the ability to "Communicate" with your office; formerly being told not to contact the Code Enforcement Department [As legal counsel represents them]; and your Client is proceeding to obtain a "Warrant" for an "Emergency" which does not exist. As such, we are forced to proceed to Federal District Court to address these issues as your silence is Deafening?" Attached as Exhibit F is a copy of the email from plaintiff's counsel.

\*[Plaintiff is simply narrating the timeline in referring to this communication with City Counsel. It is not plaintiff's intent to present counsel Duane Folke as a witness, but simply to provide context to the inspection.]

25. On Friday, March 11, 2022, counsel for the City, Veronica Donovan, through misrepresentation and deception obtained an inspection warrant from Judge Bradley Erdosi wherein defendant ANDY GODINEZ represented to the court that he believes that the property known as 175 Cabrillo Street, Costa Mesa (Camp Lila) has illegal business and illegal alterations/improvements to the property in violation of local city's municipal Code. Attached and incorporated herein as Exhibit G is a copy of the warrant dated March 11, 2022. The warrant did not specify exactly what sections of the local city's municipal code(s) were violated by plaintiff. Based on information and belief, the warrant lacked specificity because Godinez was to conduct a fishing expedition to substantiate potential specific code section(s) violations so that the City could cite plaintiff leading to immediate closure of business in order to pave the way for cannabis dispensaries to operate in the area. There was no emergency warranting immediate closure of Camp Lila nor was there any imminent danger to the children at Camp Lila. The warrant was signed based on GODINEZ'S misrepresentations to Judge Bradley Erdosi. There is no governmental immunity for deception in judicial proceedings. Counsel for the City insisted on serving the warrant during class hours from 1 p.m. onward when children were attending classes at Camp Lila. The warrant allowed for execution within 14 days from March 11, 2022, but defendants barged into Camp Lila

1 during business hours on the same day the warrant was issued on March 11, 2022. There were  
2 representatives from the Fire Department, Police Officer(s); Code enforcement Officer, building  
3 official, planning official, Orange County Health Department Official and Department of Social  
4 Services. Veronica Donovan demanded immediate entry commanding that they should break the  
5 window, break the lock, and immediately enter the premises despite the presence of children. One  
6 of the attendees at Camp Lila was observed crying and being carried by an adult, obviously, the  
7 entry of the entire force of the city, Fire Department, DSS and counsel for the City was intended to  
8 harass, intimidate, threaten and subject plaintiffs into submission due to the looming threat(s) of  
9 closure by defendants in order to allow entry of the cannabis population which was favored by the  
10 City of Costa Mesa.

11       26. Defendants forced entry into Camp Lila armed with a warrant that was issued based  
12 on misrepresentations before a judge was initiated by the City of Costa Mesa in order to permanently  
13 close Camp Lila. There were no specific code violations, there were no unpermitted alterations to  
14 the property and there were no imminent threats to the children. Attached as Exhibit D to the  
15 complaint are photographs of the interior of Camp Lila. Defendants and each of them, had to enter  
16 Camp Lila at all costs.

17       27. The fishing expedition resulted in yellow-tagging the garage which was allegedly  
18 used for habitations which is untrue. The garage was only used for storage. The yellow tag was for  
19 alleged unpermitted electrical wiring. However, the wiring was done 40 years ago prior to plaintiff's  
20 engagement in the property and the only work done forty (40) years ago was to splice a wire to add  
21 a branch off a main circuit line which is a simple and ordinary procedure as depicted herein in Exhibit  
22 H attached. Again, the outcome of the emergency inspection supports plaintiff's position that the  
23 emergency nature of the inspection was a pretext to close down Camp Lila in favor of cannabis  
24 dispensaries entry into the area.

25       28. The dramatic entrance of the swarm of officials, police officers, building code  
26 enforcement armed with the general warrant presented Camp Lila to the neighborhood and the  
27 general public in false light and caused fear and apprehension on the children, parents, and the  
28 neighborhood. There was no emergency situation, building code violations warranting immediate

1 entry to the premises. The warrant and the untimely entry of the group created fear for the children  
 2 and humiliation on plaintiffs' part as owner of Camp Lila.

3       29. The State of California Community Care Licensing Division (CCLD) issued  
 4 numerous citations to plaintiffs and also demanded closure of the business based on violations of  
 5 California Health & Safety Code Sections 1508, 1568.03; 1569.10 or 1596.80. Camp Lila is not a  
 6 Child Care Center, Family Child Care Home, nor a Community Care Facility. **Rather, Camp Lila**  
 7 **is engaged in providing “Arts Enrichment to children ages 3-8 years old.** Arts enrichment is a  
 8 hands-on experience offered to children where children are engaged in looking at art; intelligently  
 9 talking about art; learning art skills and creating art. This business is not a child care center, family  
 10 child care home nor a community care facility. According to Title 22, Division 12, Regulations-  
 11 Child Care Center General Licensing Requirements, Article 1 General Requirements and Definitions  
 12 101152 (c) (7) “Child Care Center” or “Day Care Center” means any child care facility of any  
 13 capacity, other than a family child care home as defined in Section 102352f(1), in which less than  
 14 24-hour per day nonmedical care and supervision are provided to children in a group setting. The  
 15 term “Child Care Center” supersedes the term “Day Care Center” as used in previous regulations.

16       30. CCLD accused plaintiffs of violating *Health and Safety Code Section 1568.03* which  
 17 provides:

18           **(a)** No person, firm, partnership, association, or corporation within the state and no state or  
 19 local public agency shall operate, establish, manage, conduct, or maintain a residential care facility  
 20 in this state without first obtaining and maintaining a valid license therefor, as provided in this  
 21 chapter.

22           **(b)** A facility may accept or retain residents requiring varying levels of care. However, a  
 23 facility shall not accept or retain residents who require a higher level of care than the facility is  
 24 authorized to provide. Persons who require 24-hour skilled nursing intervention shall not be  
 25 appropriate for a residential care facility.” *Cal. Health & Saf. Code § 1568.03*

26       31. Plaintiffs did not violate this provision as Camp Lila is not a residential care facility.

27       32. DCLC accused plaintiffs of violating *Health and Safety Code Section 1569.10* which  
 28 provides:“No person, firm, partnership, association, or corporation within the state and no state or

local public agency shall operate, establish, manage, conduct, or maintain a residential facility for the elderly in this state without a current valid license or current valid special permit therefor, as provided in this chapter. *[Cal Health & Saf Code § 1569.10](#)*.”

**33.** Plaintiff could not have violated this provision as she does not operate a residential facility for the elderly.

34. Plaintiff was also accused of violating *Health & safety Code Section 1596.80* which provides: "No person, firm, partnership, association, or corporation shall operate, establish, manage, conduct, or maintain a child day care facility in this state without a current valid license therefor as provided in this act. [Cal Health & Saf Code § 1596.80.](#)"

35. Plaintiff does not run a child day care facility hence; plaintiff could not have violated this provision.

36. None of the allegations hurled against Ms. Sherouse and Camp Lila is based on evidence and yet CCLD evaluator concluded “facility owner continues to operate without a childcare license . . . the unlicensed care allegation was substantiated . . .” This was not true. Defendants were requested to cease and desist from issuing any more unfounded accusations and allegations of violations that were unwarranted and based on mere speculation by its evaluator. Defendant CCLD demanded payment of over 18,000 in accrued penalties from these unfounded allegations and further demanded closure of Camp Lila as well.

## **FIRST CLAIM FOR RELIEF**

**First Cause of Action: Violation of Civil Rights (42 U.S.C. § 1983)) 14<sup>th</sup> Amendment**

**Fabrication of Evidence; Judicial Deception Against Defendants Andy Godinez; State of California Community Care Licensing Division, a public entity; Bertha Manzanares and DOES 1-20.**

37. Plaintiff realleges, incorporates herein as if set forth in full, paragraphs 1 through 33 above.

38. The United States Code [section 1983](#) provides: "Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State . . . subjects, or causes to be subjected, any citizen of the United States . . . to the deprivation of any rights, privileges, or immunities secured

1 by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or  
 2 other proper proceeding for redress."

3       39. Plaintiff has been operating the arts enrichment program for over two (2) years in the  
 4 City of Costa Mesa. This was plaintiff's main source of income as she expended substantial sums  
 5 of money to furnish the center with quality furniture suitable for the appreciation of arts, music, and  
 6 yoga. Plaintiff loves what she does and has more than an abstract need or desire for it. She has more  
 7 than a unilateral expectation of operating the program in the City. She has a legitimate claim of  
 8 entitlement to it. It is a purpose of the ancient institution of property law to protect those claims upon  
 9 which people rely in their daily lives, reliance that must not be arbitrarily undermined. It is a purpose  
 10 of the U.S. Constitutional right to a hearing to provide an opportunity for a person to vindicate those  
 11 claims above allegations of fact and law as though fully set forth herein. The due process clause  
 12 provides that no state shall deprive any person of life, liberty, or property, without due process of  
 13 law. Before reaching any question about the fairness of a particular proceeding under the federal  
 14 constitution, the court must first address whether a protected interest--life, liberty, or property--is  
 15 implicated. Plaintiff has well established by law, a property interest in operating the arts enrichment,  
 16 yoga and music appreciation program and the procedural protections of *U.S. Const. amend. XIV*  
 17 come into play.

18       40. Plaintiff's *property interest* warrant protection for due process purposes as she has  
 19 clearly more than an *abstract* need or *desire* for it. She *has* more than a *unilateral expectation* of it.  
 20 She has a *legitimate claim of entitlement* to it. It is a purpose of the *ancient institution* of property  
 21 to protect those claims upon which *people rely* in their *daily lives, reliance* that *must not* be  
 22 *arbitrarily undermined*. Property interests are protected by the Constitution and are also created,  
 23 and their dimensions are defined by existing rules or understandings that stem from an independent  
 24 source such as state law--rules or understandings that secure certain benefits and that support claims  
 25 of *entitlement* to those benefits.

26       41. Commencing by at least, in February 2022, and continuing to the present, defendants,  
 27 and each of them, were acting under color of state law when they acted, agreed, and/or conspired to  
 28 unlawfully accuse, threaten, intimidate, harass, vex, and annoy plaintiff with repeated visits,

1 monitoring and issuance of vague and ambiguous void for vagueness citations on the part of the City  
2 of Costa Mesa, defendant Godinez and its agents, employees and assignees. The citations are so  
3 vague and absurd as stated in paragraphs 20 through 25. Defendants under color of law obtained a  
4 warrant through judicial deception by stating unfounded general allegations describing a non-  
5 existing emergency resulting in a yellow-tagging of a garage that was not even used for habitation  
6 but as storage space supporting plaintiff's claim that the citations, unwarranted inspections were  
7 nothing but a pretext to close down Camp Lila so that the cannabis industry favored by the City of  
8 Arts can enter and occupy the premises where the center for music, arts and yoga appreciation is  
9 situated.

10       42.       Commencing in October, 2021 and continuing to the present, defendants  
11 COMMUNITY CARE LICENSING DIVISION (CCLD) and BERTHA MANZANARES started  
12 conducting regular surveillance of the premises in plain view of the students and their parents and  
13 initiated issuing numerous notices of violations of California Health & Safety Code Sections 1508,  
14 1568.03; 1569.10 or 1596.80 which statutes do not apply to plaintiff who operates a program for  
15 enrichment/appreciation of arts, music and yoga in the City of Costa Mesa. The numerous notices  
16 of violations are unfounded, without basis in any facts or law as more fully described in paragraphs  
17 26 through 33.

18       43.       Defendants, and each of them, maliciously conspired to violate the civil rights of  
19 SHEROUSE, including violation of SHEROUSE's property rights found in the Fourteenth  
20 Amendment of the United States Constitution, by, continuing to issue unwarranted notices of  
21 violations with penalties based on warrant that was obtained through judicial deception and based  
22 on violations of statutes (Health & Safety Code Sections) that do not apply to plaintiff and Camp  
23 Lila.

24       44.       By these actions, defendants, and each of them, interfered and/or attempted to  
25 interfere with plaintiff's constitutional right to property interest under the Fourteenth Amendment,  
26 as well as those rights applicable to California law rising to the level of constitutionally protected  
27 rights.

28

1       45. As a direct and proximate result of defendants' actions, plaintiff has suffered, and  
 2 will continue to suffer, physical, mental and emotional injuries, as well as loss of livelihood in  
 3 operating the art, music and yoga appreciation center, all to an extent and in an amount subject to  
 4 proof at trial, SHEROUSE has also incurred, and will continue to incur attorney fees, costs and  
 5 expenses, including those authorized by 42 U.S.C. Section 1988, to an extent and in an amount  
 6 subject to proof at trial.

7       46. Plaintiff is informed and believes and thereon alleges that defendants, and each of  
 8 them, acted with malice and with the intent to cause injury to SHEROUSE, or acted with a willful  
 9 and conscious disregard of the rights of SHEROUSE in a despicable, vile, and contemptible manner.  
 10 Therefore, SHEROUSE is entitled to an award of punitive damages for the purpose of punishing  
 11 these defendants, and each of them, in order to deter them, and others, from such conduct in the  
 12 future.

13       47. All of the defendants CITY OF COSTA MESA, by and through CODE  
 14 ENFORCEMENT DIVISION, a public entity; ANDY GODINEZ, in both his official capacity and  
 15 as an individual; STATE OF CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
 16 COMMUNITY CARE LICENSING DIVISION, a public entity; BERTHA MANZANAREZ acted  
 17 in concert in such a manner that plaintiff by this complaint seeks both federal injunctive and  
 18 substantive relief, including but not limited to: (a) cessation of all forms of harassment, intimidation  
 19 and threats; (b) continued operation of Camp Lila without disturbance and intimidation from all  
 20 defendants; (c ) a specific declaration of what needs to be done to the fence so plaintiff can comply  
 21 reasonably and/or a confirmation from defendant City of Costa Mesa that the fence complies with  
 22 applicable municipal code sections as previously determined by the city.

## 23                   SECOND CAUSE OF ACTION

24                   **Violation of State Civil Rights (Civil Code § 52.1)) Tom Bane Act Against Defendants**  
 25 **City of Costa Mesa, Andy Godinez; Community Care Licensing and Manzanares and DOES**  
 26 **6-10**

27       48. Plaintiff realleges, incorporates herein as if set forth in full, paragraphs 1 through 43  
 28

1       49. At the time of the incidents as set forth in the averments above, the rights of persons  
 2 within the jurisdiction of the United States of America under both Amendment IV and XIV to the  
 3 United States Constitution to due process of law and the equal protection of the laws as well as the  
 4 right to be free from unreasonable searches and seizures under the Fourth Amendment were in full  
 5 force and effect, and the individual defendants who engaged in conduct, as set forth above, deprived  
 6 Plaintiff of her constitutional rights, which violated those rights, and violated the Fourth and  
 7 Fourteenth Amendment to the United States Constitution.

8       50. At the time of the incidents as set forth in the averments above, Article I, § 13 of the  
 9 California State Constitution provided the identical text as the Fourth Amendment to the United  
 10 States Constitution, and was and is reasonably interpreted to have the same meaning, intent, and  
 11 effect regarding civil rights and protection from government misconduct as the Fourth Amendment  
 12 to the United States Constitution.

13       51. Plaintiff, at all times material, was a person who was legally entitled to the full rights  
 14 under both the Fourth Amendment to the United States Constitution and Article I, § 13 of the  
 15 California Constitution.

16       52. Defendants – including Defendants City of Costa Mesa and Andy Godinez in  
 17 particular – violated Plaintiff's rights under such provisions within the meaning of California Civil  
 18 Code § 52.1(b), as follows:

19           a. *Threats*: Plaintiff was threatened into being criminally prosecuted in violation  
 20 of her rights by the written citations of Defendants CCM and Godinez and others, which included  
 21 both implicit and explicit threats of harm for non-compliance, as well as demonstration of such  
 22 threats by in fact causing emergency entry based on a warrant that was purloined through judicial  
 23 deception during class hours in the presence of students, neighbors and parents with serious and  
 24 illegal injury to Plaintiff's person in order to demonstrate such threats and obtain impossible  
 25 compliance from plaintiff with citations to municipal code sections that are void for vagueness and  
 26 vague and ambiguous. The illegal citations were actually a pretext to close Camp Lila in order to  
 27 pave the entry of lucrative cannabis industry in place of art, music, and yoga appreciation.

1                   b.         *Intimidation*: Plaintiff was intimidated by Defendants CCM and Godinez  
2 direct threat that (YOUR CASE WILL BE FORWARDED FOR CRIMINAL PROSECUTION) and  
3 immediate compliance of land use violations of Costa Mesa Municipal Code Sections 13-26 which  
4 are so vague and ambiguous that plaintiff was expected to correct land use violations of not only a  
5 single family use, but also concurrently violate commercial use, shopping center use, industrial park  
6 use, planned unit development, residential, commercial industrial and multi-use overlay land use as  
7 more fully described in paragraphs 22 through of the complaint.

8                   c.         *Coercion*: Plaintiff was coerced into entry of a swarm of police officers, city  
9 employees, fire department employees, Veronica Donovan, county counsel who commanded that  
10 the windows be broken, locks broken and gain entry on a Friday afternoon at 1 p.m. in the presence  
11 of students during class hours. Donovan could not even wait for 4 p.m. to allow the students to  
12 leave the premises. Their entry was based on a warrant obtained through judicial deception as the  
13 alleged inspection was really to find POTENTIAL code violations as a pretext to drive out Camp  
14 Lila from the neighborhood in favor of the entry of cannabis dispensaries in the area being occupied  
15 by Camp Lila.

16                 53.         Defendants' actions, including those of Defendants CCM and GODINEZ in  
17 particular, violated Plaintiff's right to be free from unlawful searches and seizures as protected by  
18 the Fourth Amendment to the United States Constitution as well as Article I, § 13 of the California  
19 Constitution. Such actions discouraged Plaintiff from asserting her rights in the presence of members  
20 of defendant CCM, including but not limited to his right to not consent to searches of her place of  
21 business, the center in the presence of children during class hours. Such actions had no legitimate  
22 legal basis and served only to intimidate, harass, and otherwise prevent Plaintiff from exercising her  
23 rights. There was no emergency warranting an entry at 1 p.m.

24                 54.         Defendant CCM is vicariously responsible for the conduct of the individual  
25 defendants herein, including but not limited to Defendant GODINEZ inclusive, under California  
26 Government Code § 815.2 and other applicable statutory and case law, as well as the common law  
27 doctrine of *respondeat superior*.

1       55. Defendants – including Defendants CCLD and MANZANARES in particular –  
 2 violated Plaintiff's rights under such provisions within the meaning of California Civil Code §  
 3 52.1(b), as follows:

4           a.     *Threats*: Plaintiff was threatened into being civilly and criminally prosecuted  
 5 in violation of her rights by the written citations of Defendants CCLD and MANZANARES and  
 6 others, which included both implicit and explicit threats of harm for non-compliance, as well as  
 7 demonstration of such threats by in fact causing numerous visible surveillance in plain sight of  
 8 students, parents, and neighbors followed by successive notices of unfounded accusations of being  
 9 an unlicensed facility, violations of statutes that are not applicable to plaintiff and repeated demands  
 10 for payment of penalties now totaling over \$18,000 and continuing. Based on information and belief,  
 11 the illegal citations were actually a pretext to close Camp Lila in order to pave the entry of lucrative  
 12 cannabis industry in place of art, music, and yoga appreciation in furtherance of the City of Costa  
 13 Mesa's plan to close down Camp Lila in favor of incoming cannabis industry.

14           b.     *Intimidation*: Plaintiff was intimidated by Defendants CCLD,  
 15 MANZANARES and others by direct threat that (YOUR CASE WILL BE FORWARDED FOR  
 16 CIVIL AND CRIMINAL PROSECUTION), and immediate compliance of inapplicable Health &  
 17 Safety Code Sections were demanded forthwith. as more fully described in paragraphs   through of  
 18 the complaint.

19           c.     *Coercion*: Plaintiff was being coerced into compliance of inapplicable Health  
 20 & Safety Code Sections and successive demands for payments of penalties for alleged unfounded  
 21 violations of statutes that do not apply to Plaintiff. The assessed penalties now total over \$18,000.

22       56. Defendants' actions, including those of Defendants CCM and GODINEZ in  
 23 particular, violated Plaintiff's right to be free from unlawful searches and seizures as protected by  
 24 the Fourth Amendment to the United States Constitution as well as Article I, § 13 of the California  
 25 Constitution. Such actions discouraged Plaintiff from asserting her rights in the presence of members  
 26 of defendant CCM, including but not limited to his right to not consent to searches of her place of  
 27 business, the center in the presence of children during class hours. Such actions had no legitimate  
 28

legal basis and served only to intimidate, harass, and otherwise prevent Plaintiff from exercising her rights. There was no emergency warranting an entry at 1 p.m.

3       57. As a direct and proximate result of the actions of the Defendants and each of them,  
4 Plaintiff has suffered, and will continue to suffer, physical, mental, and emotional injury, all to an  
5 extent and in an amount subject to proof at trial.

## **THIRD CLAIM FOR RELIEF**

Injunctive Relief against all Defendants CCM, GODINEZ, COMMUNITY CARE  
LICENSING DIVISION, BERTHA MANZANARES, and DOES 1-20

9           58. Plaintiff alleges, and incorporates herein as if set forth in full, paragraphs 1 through  
10 53, above.

59. As stated herein, Plaintiff SHEROUSE, as a citizen and individual, is protected by  
the laws of the State of California, as well as those of the United States Constitution, including the  
Fourteenth Amendment thereto.

14       60. Defendants CITY OF COSTA MESA, GODINEZ, and DOES 1-10, 11-20, inclusive,  
15 and each of them, have wrongfully, unlawfully and with deliberate indifference to the rights of  
16 Plaintiff and with complete indifference to the CITY defendants, GODINEZ and DOES 1-10 duties  
17 and obligations to plaintiff, acted, practiced and/or adopted policies, procedures and/or customs  
18 which are in violation of the rights of SHEROUSE, including those to be free from governmental  
19 interference as to her property rights under the Fourteenth Amendment, including the right to be free  
20 from unreasonable searches and seizures, including the right to be free from deception in judicial  
21 proceedings and related actions and proceedings.

22        61. Defendants COMMUNITY CARE LICENSING DIVISION, BERTHA  
23 MANZANARES and DOES 1 to 20, and each of them have wrongfully, unlawfully and with  
24 deliberate indifference to the rights of SHEROUSE, and in complete disregard of COMMUNITY  
25 CARE LICENSING DIVISION, BERTHA MANZANARES, and DOES 1-20 duties and  
26 obligations to Plaintiff, acted, practiced and/or adopted policies, practices procedures and/or customs  
27 which are in violation of the rights of SHEROUSE, including those to be free from governmental  
28 interference as to demanding compliance with statutes that do not apply to plaintiff, and demanding

1 payment of penalties in excess of \$18,000 for violations of inapplicable statutes, and related actions  
2 and proceedings.

3       62. Defendants CCM, GODINEZ, CCLD, MANZANARES and DOES 1-20, and each  
4 of them, have failed to acknowledge their improper, unlawful, and unconstitutional actions, conduct  
5 and policies at the time of the incidents at issue in the present action, and SHEROUSE is informed  
6 and believes, and on that alleges that presently all defendants have not changed or modified such  
7 actions, conduct and/or policies to conform to law.

8       63. Defendants CCM, GODINEZ, CCLD, MANZANARES and DOES 1-20's wrongful  
9 and unlawful conduct, actions and/or policies, unless and until enjoined and restrained by order of  
10 this court, will cause, and continue to cause great and irreparable injury to SHEROUSE and CAMP  
11 LILA, and other individuals and citizens in that defendants and each of them, will continue to act in  
12 accordance with said unlawful policies, and with deliberate indifference to their duties and  
13 obligations under state and federal law, including those under the Fourteenth Amendment as alleged  
14 herein above.

15       64. SHEROUSE has no adequate remedy at law to prevent or prohibit Defendants CCM,  
16 GODINEZ, CCLD, MANZANARES and DOES 1-20, and each of them, from continuing, and/or  
17 repeating, their unlawful and unconstitutional conduct and policies other than through injunctive  
18 relief, and therefore seeks an order enjoining and prohibiting Defendants CCM, GODINEZ, CCLD,  
19 MANZANARES and DOES 1-20, and each of them from, but not limited to the following:

20       a.       The policy of issuing citations that are vague and ambiguous and that are void for  
21 vagueness leaving the person against whom the citation(s) was issued without any adequate notice;

22       b.       The policy of inconsistent citations of code violations making it impossible (for the  
23 individual or entity cited) to comply with inconsistent and shifting municipal code requirements;

24       c.       The practice and custom of providing verbal assurances and negating said verbal  
25 assurances when requested to memorialize the verbal assurances;

26       d.       The practice and custom of obtaining baseless inspection warrants through judicial  
27 deception;

1           e.       The practice and custom of favoring more lucrative businesses such as the cannabis  
2 industry at the expense of art, music, and yoga appreciation for children;

3           f.       The policy and practice of using the courts for abuse of process in intimidating a  
4 business owner to give up operations in the City of Costa Mesa in favor of more lucrative cannabis  
5 businesses.

6           g.       The policy of using trickery, duress, fabrication and/or false testimony and/or  
7 evidence, and in failing to disclose exculpatory evidence, in preparing an inspection warrant to the  
8 court; demanding emergency inspection in the absence of an emergency; and demanding penalties  
9 for section of the Health & Safety Code sections that do not apply to plaintiff and Camp Lila.

10           **FOURTH CLAIM FOR RELIEF -MONELL RELATED CLAIMS**

11           **Against Defendants CITY OF COSTA MESA by and through CODE**  
12 **ENFORCEMENT DIVISION and COMMUNITY CARE LICENSING DIVISION and**  
13 **DOES 1 – 20**

14           65.      Plaintiff realleges, and incorporates herein by reference as if set forth in full,  
15 paragraphs 1 through 59 above.

16           66.      Defendant CITY OF COSTA MESA, including and through its entity, CODE  
17 ENFORCEMENT DIVISION, established and/or followed policies, procedures, customs and/or  
18 practices (hereinafter referred to collectively as “policy” or “policies”, which policies were the  
19 moving force behind the violations of SHEROUSE’s constitutional rights, including those under the  
20 Fourteenth Amendment of the United States Constitution and the Constitution of the State of  
21 California, by but not limited to:

22           a.       The policy of issuing citations that are vague and ambiguous and that are void for  
23 vagueness leaving the person against whom the citation(s) was issued without any adequate notice;

24           b.       The policy of inconsistent citations of code violations making it impossible (for the  
25 individual or entity cited) to comply with inconsistent and shifting municipal code requirements;

26           c.       The practice and custom of providing verbal assurances and negating said verbal  
27 assurances when requested to memorialize the verbal assurances;

1           d.     The practice and custom of obtaining baseless inspection warrants through judicial  
2 deception;

3           e.     The practice and custom of favoring more lucrative businesses such as the cannabis  
4 industry at the expense of art, music, and yoga appreciation for children;

5           f.     The policy and practice of using the courts for abuse of process in intimidating a  
6 business owner to give up operations in the City of Costa Mesa in favor of more lucrative cannabis  
7 businesses.

8           g.     The policy of using trickery, duress, fabrication and/or false testimony and/or  
9 evidence, and in failing to disclose exculpatory evidence, in preparing an inspection warrant to the  
10 court; demanding emergency inspection in the absence of an emergency.

11          h.     by acting with deliberate indifference in implementing a policy of inadequate training  
12 and/or supervision, and/or by failing to train and/or supervise its officers, agents, employees and  
13 state actors, in providing the constitutional protections guaranteed to individuals, including those  
14 under the Fourteenth Amendment of the United States, and California Constitution, when  
15 performing actions related to licensing and in making decisions when arts and the lucrative cannabis  
16 business collide in the City of Costa Mesa.

17          g.     by acting with deliberate indifference in implementing a policy of inadequate training  
18 and/or supervision of employees in code enforcement division in strategizing pretexts to close  
19 established businesses with prevailing property rights in violation of constitutional rights under both  
20 the United States Constitution and Constitution of the State of California.

21                (This list is not exhaustive due to the pending nature of discovery. Plaintiff reserves the right  
22 to amend this pleading as more information becomes available.)

23          67.    Defendant COMMUNITY CARE LICENSING DIVISION OF THE STATE OF  
24 CALIFORNIA, DEPARTMENT OF SOCIAL SERVICES, established and/or followed policies,  
25 procedures, customs and/or practices (hereinafter referred to collectively as “policy” or “policies”),  
26 which policies were the moving force behind the violations of SHEROUSE’s constitutional rights,  
27 including those under the Fourteenth Amendment of the United States Constitution and the  
28 Constitution of the State of California, by but not limited to:

- 1           a.       The policy of intimidating business owners by visible surveillance of the premises in  
2 full view of the students and their parents and neighbors thereby presenting the established business  
3 in false light in the community and to its students and other individuals;
- 4           b.       The policy of issuing violations of Health & Safety Code Sections that do not apply  
5 to an established business despite repeated assurances about the true nature of the established  
6 business and why the selected code sections do not apply;
- 7           c.       The policy of making official unfounded accusations of violations of statutes and  
8 insisting on payments of penalties that are unwarranted and without any basis in law and in fact;
- 9           d.       The custom and practice of favoring lucrative cannabis industry over established  
10 appreciation center for arts, yoga and music and ignoring hedonic benefits over financial gain in the  
11 City of Arts;
- 12           e.       by acting with deliberate indifference in implementing a policy of inadequate training  
13 and/or supervision, and/or by failing to train and/or supervise its officers, agents, employees and  
14 state actors, in providing the constitutional protections guaranteed to individuals, including those  
15 under the Fourteenth Amendment of the United States, and California Constitution, when  
16 performing actions related to licensing and in making decisions when arts and the lucrative cannabis  
17 business collide in the City of Costa Mesa.

18           (This list is not exhaustive due to the pending nature of discovery. Plaintiff reserves the right  
19 to amend this pleading as more information becomes available.)

20           68.      The CITY OF COSTA MESA by and through its CODE ENFORCEMENT  
21 DIVISION breached its duties and obligations to SHEROUSE including but not limited to, failing  
22 to establish, implement and follow the correct and proper Constitutional policies, procedures,  
23 customs and practices, by failing to properly select, supervise, train, control, and review its agents  
24 and employees as to their compliance with Constitutional safeguards; and by permitting GODINEZ  
25 and DOES 1-10, inclusive, to engage in the unlawful and unconstitutional conduct herein alleged.

26           69.      The COMMUNITY CARE LICENSING DIVISION (DEPARTMENT OF SOCIAL  
27 SERVICES) by and through MANZANARES and DOES 11-20 breached its duties and obligations  
28 to SHEROUSE including but not limited to, failing to establish, implement and follow the correct

1 and proper Constitutional policies, procedures, customs and practices, by failing to properly select,  
2 supervise, train, control, and review its agents and employees as to their compliance with  
3 Constitutional safeguards; and by permitting MANZANARES, licensing evaluators and DOES 1-  
4 10, inclusive, to engage in the unlawful and unconstitutional conduct herein alleged.

5       70.     The CITY OF COSTA MESA by and through CODE ENFORCEMENT DIVISION;  
6 COMMUNITY CARE LICENSING DIVISION (DEPARTMENT OF SOCIAL SERVICES) and  
7 DOES 1-20 and each of them, knew, or should have known, that by breaching the above-mentioned  
8 duties and obligations that it was reasonably foreseeable that they would and did, cause SHEROUSE  
9 to be injured and damaged by Defendants' wrongful policies, or deliberate lack thereof or deliberate  
10 indifference to the need for such policies, and/or training, and other acts as alleged herein, and that  
11 such breaches occurred in the contravention of public policy and their legal duties and obligations  
12 to SHEROUSE; and that such policies subject them to injunctive relief which SHEROUSE asserts  
13 herein.

14       71.     These actions, and/or inactions, of CITY OF COSTA MESA and COMMUNITY  
15 CARE LICENSING DIVISION, DEPARTMENT OF SOCIAL SERVICES are the moving force  
16 behind, and direct and proximate cause of Plaintiff's injuries, as alleged herein; and as a result,  
17 SHEROUSE has sustained general and specific damages to an extent and in an amount to be proven  
18 at trial. Plaintiff has incurred, and will continue to incur, attorney fees, costs, and expenses,  
19 including those authorized by 42 U.S.C. Section 1988 and California Civil Code Section 52.1, which  
20 entitle SHEROUSE to compensatory and punitive damages, injunctive relief, statutory civil penalty  
21 (including \$25,000 as to each defendant) and attorney fees as provided for by the laws and the  
22 Constitution of the State of California, and are requested herein.

23       WHEREFORE, PLAINTIFF respectfully prays and seeks the following relief as to the Causes  
24 of Action stated above:

- 25       1. For general damages according to proof at trial on each cause of action for which such  
26 damages are available,  
27       2. For special damages according to proof on each cause of action for which such damages  
28 are available;

3. For punitive damages according to proof at trial on each cause of action for which such damages are available;
  4. For injunctive relief as prayed;
  5. For reasonable attorney fees and costs of suit, as allowed under the law;
  6. For such other relief as the Court deems proper and just.

LAW OFFICES OF VINCENT W. DAVIS &  
ASSOCIATES

Date: April 1, 2022

By: /s/ Duane R. Folke

Vincent W. Davis, Esq.  
Duane R. Folke, Esq.  
Edna V. Wenning, Esq.  
Attorneys for Plaintiff

**PLAINTIFF REQUESTS JURY TRIAL.**

Dated: April 1, 2022

# LAW OFFICES OF VINCENT W. DAVIS & ASSOCIATES

/s/ Duane R. Folke  
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Duane R. Folke, Esq.  
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